

STATE OF ARKANSAS

1/3

Term Contract

Vendor No. 100001537
 Contact GEORGE ALBERSON
 Your reference SP-02-0258R

Contract No. 4600002264
 Date 04/02/2002

TREADWAY ELECTRIC CO INC
 PO Box 194108
 LITTLE ROCK AR 72219
 501-562-2111

Contact Jason F. Ballard
 Office of State Procurement
 Fax 501-324-9311

FAX 501-562-3743

Our ref.ST
 Incoterms FOB DESTINATION

Send Invoice To:
 VARIOUS AGENCIES

Ship To:

Valid from: 04/02/2002
 Valid to: 04/01/2003

REFERENCE TRACKING #SP-02-0258R

COMMODITY: LAMPS

CONTRACT PERIOD APRIL 2, 2002 THROUGH APRIL 1, 2003 WITH OPTION TO EXTEND FOUR(4) ADDITIONAL YEARS IN ONE YEAR INCREMENTS OR A PORTION THEREOF.

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

THE QUANTITY LISTED IS ESTIMATED AND NOT A GUARANTEE TO PURCHASE

DELIVERY: 15 DAYS ARO

DISREGARD PRICE ON ITEM PRICE LINE BELOW. SEE OFFICIAL BID PRICE SHEETS ATTACHED.

SEE ATTACHED CONTRACT

Item	Material/Description	Target Qty	UM	Unit Price	Amount
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0010	10102987	400,000	each	1.00	\$ 400,000.00
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LAMP, CATALOG, EACH

LAMPS FOR STATEWIDE CONTRACT

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer Date

PURPOSE

The purpose of this bid is to establish a term contract for replacement lamps for all State Agencies and Cooperative Procurement Program participants.

GENERAL INSTRUCTIONS

1. The only bids that will be considered for award are those offering a complete line of lamps.
2. Lamps that are bid must be included on approved lists of the U.S. Bureau of Standards for use by U.S. Government agencies. A copy of certificate of approval by U.S. Bureau of Standards may be requested.
3. Miniature and automotive lamps are not included in this bid.
4. **Bidders must submit the latest manufacturer's published price list and catalog.** The price list must be recognized nationally. In addition, vendor must submit a computer diskette of the catalog and price list in order for inclusion on our computer system and web site. The diskette needs a label with your company name. **BY SUBMISSION OF A BID, THE VENDOR AGREES THAT THE CATALOG AND PRICE LIST MAY BE INCLUDED ON THE STATE WEB PAGE FOR DISTRIBUTION TO STATE AGENCIES AND COOPERATIVE PROCUREMENT PROGRAM PARTICIPANTS; ACCESS TO THE SAME INFORMATION ON A WEB PAGE MAINTAINED BY THE BIDDER WILL BE ACCEPTABLE.**
5. **The lowest price for the item in the price catalogue shall be the price to which the state discount will be applied.**

BASIS OF AWARD

1. Award will be made on an all-or-none basis.
2. Award will be based on selected items that are designated in the bid. The estimated quantities reflect the usage from previous contracts. All non-designated items in the price list, with the exception of a limited number of special products, will be made available by the bidder at the same percentage discount as designated items. **Price lists and percentage discount factors must also be provided for these items.**
3. **Compact Fluorescent lamps must also be included in this contract. Failure to include complete literature for the full line of this product may result in disqualification.**

DELIVERIES

Deliveries shall be made upon receipt of a purchase order from a using agency. The minimum order required to be shipped F.O.B. destination will be \$100.00 (net cost). On orders of less than \$100.00, the agency may order as an open market purchase. In instances where the vendor makes partial shipment of orders for more than \$100.00, shipments shall be made F.O.B. destination with no transportation charges added.

Delivery on all evaluated items (those of highest usage volume) shall be completed no more than 15 days after receipt of order. Other catalog items and special order items shall be delivered no more than 30 days after receipt of order. Any delivery time in excess of these limits must be approved in advance by the using agency and the Office of State Procurement.

The Office of State Procurement reserves the right to allow agencies to purchase items with delivery in excess of these limits on the open market and to charge any costs exceeding the contract price to the contracting vendor.

SUCCESSFUL BIDDER RESPONSIBILITY

The successful bidder will be required to submit quarterly reports of total contract sales, by dollar volume, by total quantity sold of each item, and by ordering agency. This report shall be with the highest usage item at the top of the report to the lowest usage item at the bottom. The report may be submitted on a floppy disk, cd, e-mailed or faxed. The report should be sent to:

Jason Ballard E-mail:
Office of State Purchasing jason.ballard@dfa.state.ar.us
P.O. Box 2940 Fax: 501-324-9311
Little Rock, AR 72203

PRICES

Prices (Discounts) bid must be firm for the contract period.

EXEMPTION

Agencies which have large one time needs for energy saving relamping projects may request exemption from the requirement to use this contract. Exemption status shall be requested and justified in writing to the Office of State Procurement. The justification should include a bill of sale with the lamp type, model and cost. The vendor holding the lamp contract must be contacted and allowed to quote on the relamping needs. An exemption granted by the Office of State Procurement will be made in writing.

CONTRACT PERIOD

The initial term of this contract shall be one year from date of award. Upon mutual, written agreement between the contracting vendor and the Office of State Procurement, the contract may be extended four (4) additional years in one (1) year increments or a portion thereof.

SPECIFICATIONS

Bidder's offerings must conform to the Arkansas Lamp Specifications. These specifications are included in this invitation for bid.

SELLING TO COOPERATIVE PROCUREMENT PROGRAM PARTICIPANTS:

Arkansas Procurement Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state procurement contracts. The contractor (s) therefore agree(s) to sell to Cooperative Procurement Program Participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants.

ESTIMATED QUANTITIES

All quantities are estimated, based on past purchases by State agencies and Cooperative Procurement Participants. Actual purchases may differ under the new contract.

MANDATORY INCLUDED LAMPS:

If you offer low-mercury lamps, they must be included in this contract. As our state contract on ballasts calls for electronic ballasts to be used when available, all lamps conforming to use with electronic ballasts MUST BE LEFT ON THE CONTRACT.

ARKANSAS LAMP SPECIFICATIONS

LAMPS, INCANDESCENT, INSIDE FROSTED

INTRODUCTION

This specification is divided into three sections. The contents of each section are as follows:

- I. General Description
- II. Classification
- III. Ordering, preparation for delivery, and samples

I. DESCRIPTION

This specification covers inside frosted, medium base, incandescent lamps designed to operate from an alternating current power source. Each lamp must meet the requirements for its particular size as listed in the section titled "Classification".

II. CLASSIFICATION

Lamps covered by this specification are classified by size indicated in volts, approximate wattage, bulb size, and standard package quantity as follows:

Group A: 120 volt

<u>Item</u>	<u>Approximate Wattage</u>	<u>Bulb</u>	<u>Package Quantity</u>
1	34W	A-19 or A-17	48
2	52W	A-19 or A-17	48
3	67W	A-19 or A-17	48
4	90W	A-19 or A-17	48
5	135W	A-21	60 or 120

Group B: 130 volt

<u>Item</u>	<u>Approximate Wattage</u>	<u>Bulb</u>	<u>Package Quantity</u>
1	34W	A-19 or A-17	48
2	52W	A-19 or A-17	48
3	67W	A-19 or A-17	48
4	90W	A-19 or A-17	48

III. ORDERING, PREPARATION FOR DELIVERY, AND SAMPLES

A. PACKING

Lamps must be packed in substantial commercial cases or crates of a type, size, and kind commonly used for the purpose, so constructed as to ensure acceptance and safe delivery by common carriers, at the lowest rate, to the point of delivery called for in the purchase order.

B. MARKING

Markings on the packing case must be suitably affixed, legible and include the following:

1. Name and address of the contractor or distributor
2. Description of the article(s)
3. Name and address of the consignee

C. ORDERING

Purchase must specify the following:

1. Contract and item number
2. Lamp type desired

D. SAMPLES

After bid results are tabulated, the Office of State Procurement reserves the right to require samples of selected lamps for inspection and evaluation.

ARKANSAS LAMP SPECIFICATIONS

LAMPS, FLUORESCENT, RAPID START

INTRODUCTION

This specification is divided into three sections. The contents of each section are as follows:

- I. General description
- II. Classification
- III. Ordering, preparation for delivery, and samples

I. DESCRIPTION

This specification covers rapid start fluorescent lamps designed to operate without the use of a starter from a ballast meeting ANSI specifications. Each lamp must meet the requirements for its particular type and size as listed in the section titled "Classification".

II. CLASSIFICATION

Lamps covered by this specification are classified by size indicated in approximate wattage, bulb size, and standard package quantity. Mercury content will not be considered for evaluation purposes.

Group A: T-12, 48-inch bulb with medium bipin base, packaged 30 per case.

<u>Size</u>	<u>Approximate Wattage</u>	<u>Equal to Phillips #</u>
1	34W	F40CW/RS/EW
2	34W	F40DX/RS/EW

GROUP B: T-12, 96-inch bulb with mono pin base, packaged 15 per case.

1	60W	F96T12/CW/EW
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PHILLIPS NUMBERS ARE USED FOR SIZE AND WATTAGE ONLY.

Group C: T8-48 inch bulb with medium bipin base, packed 25 per case.

<u>Approximate Wattage</u>	<u>Equal to Phillips #</u>
1 32W	F32T8/TL735
2 32W	F32T8/TL741
3 32W	F32T8/TL750
4 32W	F32T8/TL835
5 32W	F32T8/TI841
6 32W	F32T8/TL850

III. ORDERING, PREPARATION FOR DELIVERY, AND SAMPLES

A. PACKING

Lamps must be packed in substantial commercial cases or crates of a type, size, and kind commonly used for the purpose, so constructed as to ensure acceptance and safe delivery by common carriers, at the lowest rate, to the point of delivery called for in the purchase order.

B. MARKING

Marking on the packing case must be suitably affixed, legible and include the following:

1. Name and address of the contractor or distributor
2. Description of article(s)
3. Name and address of the consignee

C. ORDERING

Purchasers must specify the following:

1. Contract and item number
2. Lamp type lamp desired

D. SAMPLES

After bid results are tabulated, the Office of State Procurement reserves the right to require samples of selected lamps for

inspection and evaluation.

PHILLIPS NUMBERS LISTED IN THE REQUEST FOR QUOTATION ARE FOR SIZE INDICATED IN WATTS, VOLTS, AND BULB SIZE ONLY. MERCURY CONTENT WILL NOT BE CONSIDERED FOR EVALUATION PURPOSES.

THE DISCOUNTED PRICE COLUMN MUST BE FIGURED USING THE PERCENTAGE DISCOUNT BID ON PAGE 12.

Incandescent Lamps - inside frosted

Group A:

Item	Equal to Phillips #	Lamp Offered	Estimated Quantity	Item Number or Product Code/#	Discounted Price Per Item
1	40A-34A/EW	40A-34A/EW	1,000	222349	.176644
2	60A-52A/EW	60A-52A/EW	4,000	222372	.176644
3	75A-67A/EW	75A-67A/EW	2,000	222406	.176644
4	100A-90A/EW	100A-90A/EW	9,800	222430	.176644
5	150A-135A/EW	150A-135A/EW	1,700	281758	.304096

Group B:

1	40A-34A/EW	40A-34A/EW	3,000	222356	.216892
2	60A-52A/EW	60A-52A/EW	10,800	222398	.216892
3	75A-67A/EW	75A-67A/EW	8,500	222414	.216892
4	100A-90A/EW	100A-90A/EW	16,000	222448	.216892

Fluorescent Lamps - Rapid Start

Group A:

1	F40CW/RS/EW	F34/CW/RS/EW/ALTO	136,000	244707	.713284
2	F40DX/RS/EW	F34/DX/RS/EW/ALTO	7,800	266593	.988312

Group B:

1	F96T12/CW/EW	F96T12/CW/EW/ALTO	12,200	258400	1.558492
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PHILLIPS NUMBERS LISTED IN THE REQUEST FOR QUOTATION ARE FOR SIZE INDICATED IN WATTS, VOLTS, AND BULB SIZE ONLY. MERCURY CONTENT WILL NOT BE CONSIDERED FOR EVALUATION PURPOSES.

Group C:

Item	Equal to Phillips #	Lamp Offered	Estimated Quantity	Item # or Product Code/#	Discounted Price Per Item
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1	F32T8/TL735	F32T8/TL735/ALTO	1,900	272492	1.47708
2	F32T8/TL741	F32T8/TL741/ALTO	43,900	272484	1.47708
3	F32T8/TL750	F32T8/TL750/ALTO	2,300	272682	1.47708
4	F32T8/TL835	F32T8/TL835/ALTO	2,200	246702	2.207414
5	F32T8/TL841	F32T8/TL841/ALTO	8,900	246710	2.207414
6	F32T8/TL850	F32T8/TL850/ALTO	2,200	272294	2.207414

THE DISCOUNTED PRICE COLUMN MUST BE FIGURED USING THE PERCENTAGE DISCOUNT BID ON PAGE 12.

PRICE SCHEDULES

Main Price List

The prices for all lamps, except for those lamps allowed to be excluded from the main price list, will be based on the latest manufacturer's published price list that is recognized nationally, less the specified percentage discount. (Use one percentage discount)

Manufacturer: PHILLIPS LIGHTING COMPANY

Price List #: PS-100-D

Price List Effective Date: 12/03/01

Percentage Discount Off Manufacturer's Published Price List: 77.64%

Excluded Price List

The prices for all lamps allowed to be excluded from the main price list will be from the latest manufacturer's published price list that is recognized nationally, less the specified percentage discount. (Use one percentage discount)

Manufacturer: PHILLIPS LIGHTING COMPANY

Price List #: PS-100-D

Price List Effective Date: 12/03/01

Percentage Discount Off Manufacturer's Published Price List: 58.97%

IMPORTANT:

Separate price lists should be submitted for the main price list and the excluded price list. If a single list, excluded items must be readily distinguishable from main list items.

STATE OF ARKANSAS

2/3

Request For Quotation / RFQ

Vendor No.100001537

Contract No.4600002264

Contact GEORGE ALBERSON

Date 04/02/2002

Your referenceSP-02-0258R

Our referenceST

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

STATE OF ARKANSAS

3/3

Request For Quotation / RFQ

Vendor No.100001537

Contract No.4600002264

Contact GEORGE ALBERSON

Date 04/02/2002

Your referenceSP-02-0258R

Our referenceST

11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.